

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 39	
2. AMENDMENT/MODIFICATION NO. 0326		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. Not Applicable	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE 00601		7. ADMINISTERED BY (If other than Item 6) CODE 00601	
Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352		Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MISSION SUPPORT ALLIANCE, LLC Attn: JENNIFER JAHNER POST OFFICE BOX 650 RICHLAND WA 993523562		(x) 9A. AMENDMENT OF SOLICITATION NO.			
		9B. DATED (SEE ITEM 11)			
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-09RL14728			
		10B. DATED (SEE ITEM 13) 04/28/2009			
CODE 010605464		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Not Applicable

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) B-7 Fee Structure

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This modification provides changes to Section B, Clause B.4 Table 1 to allocate available fee of \$19,557,842 to Fiscal Year 2014. A conformed copy of Section B is included as Attachment 1. This modification adds Attachment J-4.e Fiscal Year 2014 Performance Evaluation and Management Plan to Section J. Attachment 2 provides an updated Table of Contents for Section J. The Attachment J-4.e is included as Attachment 3.

This modification does not add additional obligated funds to the contract as the work is incrementally funded. Accordingly, work under the Contract, such as described herein, must be performed within the amount of funds which have been allotted to the contract in accordance with Clause I.82 FAR 52.232.22 - Limitation of Funds (Apr 1984).

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <i>Gigi H. Branch</i>	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Gigi H. Branch</i> (Signature of Contracting Officer)	16C. DATE SIGNED 10/1/13

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC06-09RL14728/0326PAGE OF
2 39

NAME OF OFFEROR OR CONTRACTOR

MISSION SUPPORT ALLIANCE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>By signature on this modification the Contractor agrees to the following Contractor's Statement of Release:</p> <p>In consideration of this Modification 326, are agreed to herein as complete equitable adjustment, the Contractor hereby released the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this modification.</p> <p>There are no other changes to the terms and conditions of the contract.</p> <p>Period of Performance: 05/26/2009 to 05/25/2014</p>				

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

TABLE OF CONTENTS

B.1	TYPE OF CONTRACT	1
B.2	ITEM(S) BEING ACQUIRED	1
B.3	OBLIGATION AND AVAILABILITY OF FUNDS	1
B.4	CONTRACT COST AND CONTRACT FEE	1
B.5	CHANGES TO CONTRACT COST AND CONTRACT FEE	8
B.6	BASIS FOR TOTAL AVAILABLE FEE	8
B.7	FEE STRUCTURE	9
B.8	FEE DETERMINATION AND PAYMENT	10
B.9	FEE REDUCTIONS	11
B.10	SMALL BUSINESS SUBCONTRACTING FEE REDUCTION	12
B.11	ALLOWABILITY OF SUBCONTRACTOR FEE	13
B.12	DEAR 970.5215-3, CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES – FACILITY MANAGEMENT CONTRACTS (ALTERNATE II) (JAN 2004) [DEVIATION]	13
B.13	CONDITIONAL PAYMENT OF FEE (CPOF) DOE RICHLAND OPERATIONS OFFICE SITE- SPECIFIC PERFORMANCE CRITERIA/REQUIREMENTS	21

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TYPE OF CONTRACT

This is a performance-based Cost-Plus-Award Fee Contract for services to directly support the environmental clean-up mission at the U.S. Department of Energy (DOE) Hanford Site, with a fee structure that provides a strong financial motivation for the Contractor to furnish safe, compliant, cost-effective and energy-efficient services.

B.2 ITEM(S) BEING ACQUIRED

The Contractor shall, in accordance with the terms of this Contract, provide the personnel, equipment, materials, supplies, and services and do all things necessary for, or incident to, providing its best efforts to manage, operate, and deliver mission support services.

B.3 OBLIGATION AND AVAILABILITY OF FUNDS

- (a) Obligation of Funds - Direct Funding. Pursuant to the Section I Clause entitled, *FAR 52.232-22, Limitation of Funds*, total funds in the amount of \$1,270,039,021.49 have been allotted for obligation and are available for payment of services provided from the effective date of this Contract through May 25, 2014.
- (b) Availability of Funds. Except as may be specifically provided in the Section I Clause entitled, *DEAR 952.250-70, Nuclear Hazards Indemnity Agreement*, the duties and obligations of DOE hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the U.S. Congress that DOE may legally spend for such purposes.
- (c) Other Hanford Contractors (OHCs) User Based Services (UBS). As discussed in Clause H-44, Hanford site services interface requirements matrix, UBS is received from OHCs for services provided by the Contractor. OHCs provide reimbursement of these services at full cost recovery (exclusive of fee). OHC UBS is not included in the funding amounts specified in (a) above. OHC payment for UBS services shall be recognized by the Contractor as Revenue.

B.4 CONTRACT COST AND CONTRACT FEE

This Section establishes the estimated Total Contract Cost and Contract Fee.

Table B.4-1, Contract Cost and Contract Fee, identifies the *Estimated Direct Funded Contract Cost, Estimated OHC UBS Cost, Available Award Fee, Contract Price, Estimated OHC UBS Revenue, and Direct Funded Contract Price*. This table does not reflect costs associated with Portfolio Management Task Orders or Work for Others, as defined in Statement of Work Sections

C.2.5.3 and C.3.8 (respectively), which are reflected in Tables B.4-2.a and B.4-2.b, below.

Definitions for Table B.4-1 are:

- (a) *Estimated Direct Funded Contract Cost* is defined as all costs (including Contractor self-purchased UBS costs) initially proposed by the Contractor for base statement of work (excluding costs identified in Tables B.4-2.a and B.4-2.b) and approved contract modifications.
- (b) *Estimated OHC UBS Cost* is defined as the cost of UBS services required by the OHCs in accordance with Section J-3 *Hanford Site Services and Interface Requirements Matrix* and performed by the Contractor as specified in B.3(c).
- (c) *Available Award Fee* is defined as the maximum amount of award fee that may be earned under the Contract. Total Available Award Fee is applicable to direct funded and OHC UBS work scope as addressed in the Section J Attachment J-4 entitled *Performance Evaluation and Measurement Plan*.
- (d) *Contract Price* is defined as the sum of *Estimated Direct Funded Contract Cost*, *Estimated OHC UBS Cost*, and *Available Award Fee*.
- (e) *Estimated OHC UBS Revenue* is defined as the estimated funds to be received from OHCs for UBS.
- (f) *Direct Funded Contract Price* is defined as the *Contract Price* less the *Estimated OHC UBS Revenue* as specified in B.3(a) Obligation of Funds.

Table B.4-1, Contract Cost and Contract Fee						
Contract Period Year of Performance	Elements of Estimated Contract Cost and Contract Fee					
	Estimated Direct Funded Cost (a)	Estimated OHC UBS Cost (b)	Available Award Fee (c)	Estimated Contract Price (d)	Estimated OHC UBS Revenue (e)	Estimated Direct Funded Contract Price (f)
Transition Period*	\$6,203,827.00	\$0.00	\$0.00	\$6,203,827.00	\$0.00	\$6,203,827.00
*Transition Period Costs are included in FY2009 costs						
Base Period						
Fiscal Year 2009	\$29,286,795.00	\$5,107,928.00	\$1,964,317.00	\$36,359,040.00	(\$5,107,928.00)	\$31,251,112.00
Fiscal Year 2010	\$272,694,723.05	\$75,066,673.95	\$20,422,025.00	\$368,183,422.00	(\$75,066,673.95)	\$293,116,748.05
Fiscal Year 2011	\$262,023,650.07	\$85,484,958.93	\$26,164,766.00	\$373,673,375.00	(\$85,484,958.93)	\$288,188,416.07
Fiscal Year 2012	\$232,322,119.00	\$81,962,174.00	\$21,226,918.00	\$335,511,211.00	(\$81,962,174.00)	\$253,549,037.00
Fiscal Year 2013	\$312,245,283.00	\$80,809,350.00	\$21,030,647.00	\$414,085,280.00	(\$80,809,350.00)	\$333,275,930.00
Fiscal Year 2014	\$155,820,194.00	\$46,818,195.00	\$12,708,526.00	\$215,346,915.00	(\$46,818,195.00)	\$168,528,720.00

Total Base Period	\$1,264,392,764.12	\$375,249,279.88	\$116,225,725.00	\$1,755,867,769.00	(\$375,249,279.88)	\$1,380,618,489.12
Option Period(s)						
Option Period 1						
<i>Fiscal Year 2014</i>	\$73,099,455.00	\$26,955,930.00	\$6,849,316.00	\$106,904,701.00	(\$26,955,930.00)	\$79,948,771.00
<i>Fiscal Year 2015</i>	\$235,443,928.00	\$73,919,996.00	TBD by DOE	\$309,363,924.00	(\$73,919,996.00)	\$235,443,928.00
<i>Fiscal Year 2016</i>	\$217,119,578.00	\$76,534,857.00	TBD by DOE	\$293,654,435.00	(\$76,534,857.00)	\$217,119,578.00
<i>Fiscal Year 2017</i>	\$147,854,051.00	\$47,471,133.00	TBD by DOE	\$195,325,184.00	(\$47,471,133.00)	\$147,854,051.00
Total Option Period 1	\$673,517,012.00	\$224,881,916.00	\$6,849,316.00	\$905,248,244.00	(\$224,881,916.00)	\$680,366,328.00
Option Period 2						
<i>Fiscal Year 2017</i>	\$70,025,339.00	\$27,331,866.00	TBD by DOE	\$97,357,205.00	(\$27,331,866.00)	\$70,025,339.00
<i>Fiscal Year 2018</i>	\$224,553,658.00	\$74,113,929.00	TBD by DOE	\$298,667,587.00	(\$74,113,929.00)	\$224,553,658.00
<i>Fiscal Year 2019</i>	\$145,511,021.00	\$49,795,096.00	TBD by DOE	\$195,306,117.00	(\$49,795,096.00)	\$145,511,021.00
Total Option Period 2	\$440,090,018.00	\$151,240,891.00	TBD by DOE	\$591,330,909.00	(\$151,240,891.00)	\$440,090,018.00
Total Option Period(s)	\$1,113,607,030.00	\$376,122,807.00	\$105,737,594.00	\$1,595,467,431.00	(\$376,122,807.00)	\$1,219,344,624.00
Total Contract	\$2,377,999,794.12	\$751,372,086.88	\$209,254,793.00	\$3,338,626,674.00	(\$751,372,086.88)	\$2,587,254,587.12

Table B.4-2.a defines the estimated contract price for work performed as part of Section C.2.5.3 Portfolio Management that is ordered by task order. Each Portfolio Management Task Order (PMTO) is individually priced. The amounts defined in Table B.4-2.a do not invoke the provisions of Clause B.5 for fee adjustments, as fee is determined on each task order.

Definitions for Table B.4-2.a are:

- (a) *Estimated PMTO Direct Funded Contract Cost* is defined as sum of the negotiated costs for PMTO work.
- (b) *PMTO Fixed Fee* is defined as the sum of the negotiated fixed fee amounts for all PMTO work.
- (c) *PMTO Price* is defined as the sum of *Estimated PMTO Direct Funded Contract Cost* and *PMTO Fixed Fee*, as specified in B.3(a) Obligation of Funds.

Table B.4-2.a, Task Order Cost and Contract Fee for Portfolio Management Task Orders (PMTO)			
Contract Period	Elements of Estimated Contract Cost and Contract Fee		
	Estimated Contract Cost (a)	Estimated Fixed Fee (b)	Contract Price (c)
Base Period			
<i>Fiscal Year 2009</i>	\$39,763.00	\$ -	\$39,763.00
<i>Fiscal Year 2010</i>	\$ -	\$ -	\$ -
<i>Fiscal Year 2011</i>	\$375,846.68	\$24,911.00	\$400,757.68
<i>Fiscal Year 2012</i>	\$260,729.31	\$933.00	\$261,662.31
<i>Fiscal Year 2013</i>	\$447,993.05	\$2,926.00	\$450,919.05
<i>Fiscal Year 2014</i>	\$132,264.08	\$8,464.90	\$140,728.98
Total Base Period	\$1,256,596.12	\$37,234.90	\$1,293,831.02
Option Period 1			
<i>Fiscal Year 2014</i>	\$70,021.92	\$4,481.40	\$74,503.32
<i>Fiscal Year 2015</i>	\$ -	\$ -	\$ -
<i>Fiscal Year 2016</i>	\$ -	\$ -	\$ -
<i>Fiscal Year 2017</i>	\$ -	\$ -	\$ -
Total Option Period 1	\$70,021.92	\$4,481.40	\$74,503.32
Option Period 2			
<i>Fiscal Year 2017</i>	\$ -	\$ -	\$ -
<i>Fiscal Year 2018</i>	\$ -	\$ -	\$ -
<i>Fiscal Year 2019</i>	\$ -	\$ -	\$ -
Total Option Period 2	\$ -	\$ -	\$ -
Total Option Periods	\$70,021.92	\$4,481.40	\$74,503.32
Total Contract	\$1,326,618.04	\$41,716.30	\$1,368,334.34

Table B.4-2.b defines the estimated contract price for work performed under the Statement of Work Section C.3.8 Work for Others (WFO) in accordance with DEAR 970.5217-1 and DEAR 970.5232-6. This table also includes the estimated contract price for additional work within the general scope of the contract ordered by and authorized through a Request for Service (RFS). Each Request for Service order for additional work within the general work scope of the contract is individually priced. The amounts defined in Table B.4-2.b do not invoke the provisions of Clause B.5 for fee adjustments as fee is determined on each RFS or WFO.

Definitions for Table B.4-2.b are:

- (a) *Estimated RFS and WFO Direct Funded Contract Cost* is defined as sum of the negotiated costs for RFS and WFO work.

- (b) *RFS and WFO Fixed Fee* is defined as the sum of the negotiated fixed fee amounts for all RFS and WFO work.
- (c) *RFS and WFO Price* is defined as the sum of *Estimated RFS and WFO Direct Funded Contract Cost* and *RFS and WFO Fixed Fee* as specified in B.3(a) Obligation of Funds.

Contract Period <i>Year of Contract Performance</i>	Elements of Estimated Contract Cost and Contract Fee		
	Estimated Contract Cost	Estimated Fixed Fee	Contract Price
Base Period			
<i>Fiscal Year 2009</i>	\$ -	\$ -	\$ -
<i>Fiscal Year 2010</i>	\$ -	\$ -	\$ -
<i>Fiscal Year 2011</i>	\$ -	\$ -	\$ -
<i>Fiscal Year 2012</i>	\$1,617,108.00	\$121,188.00	\$1,738,296.00
<i>Fiscal Year 2013</i>	\$0.00	\$0.00	\$0.00
<i>Fiscal Year 2014</i>	\$0.00	\$0.00	\$0.00
Total Base Period	\$1,617,108.00	\$121,188.00	\$1,738,296.00
Option Period 1			
<i>Fiscal Year 2014</i>	\$0.00	\$0.00	\$0.00
<i>Fiscal Year 2015</i>	\$0.00	\$0.00	\$0.00
<i>Fiscal Year 2016</i>	\$0.00	\$0.00	\$0.00
<i>Fiscal Year 2017</i>	\$0.00	\$0.00	\$0.00
Total Option Period 1	\$0.00	\$0.00	\$0.00
Option Period 2			
<i>Fiscal Year 2017</i>	\$0.00	\$0.00	\$0.00
<i>Fiscal Year 2018</i>	\$0.00	\$0.00	\$0.00
<i>Fiscal Year 2019</i>	\$0.00	\$0.00	\$0.00
Total Option Period 2	\$0.00	\$0.00	\$0.00
Total Option Periods	\$0.00	\$0.00	\$0.00
Total Contract	\$1,617,108.00	\$121,188.00	\$1,738,296.00

Table B.4-3 delineates the Total Available Award Fee Distribution as fee allocations, contract definitization, and final fee determinations are made for each fiscal year.

Table B.4-3, Available Award Fee Distribution (excluding Table B.4-2.a and Table B.4-2.b above)					
Contract Period					
	Available Fee as originally Awarded	Fee associated with contract changes	Total Available Fee	Available Fee Earned & Paid	Fee Forfeited
Base Period					
<i>Fiscal Year 2009</i>	\$1,948,268.00	\$16,049.00	\$1,964,317.00		
<i>Fiscal Year 2010</i>	\$20,261,987.00	\$160,038.00	\$20,422,025.00	\$19,332,431.00	\$3,053,911.00
<i>Fiscal Year 2011</i>	\$25,327,484.00	\$837,282.00	\$26,164,766.00	\$23,956,349.00	\$2,208,417.00
<i>Fiscal Year 2012</i>	\$21,275,349.00	(\$48,431.00)	\$21,226,918.00	\$19,099,251.00	\$2,127,667.00
<i>Fiscal Year 2013</i>	\$20,261,987	\$768,660.00	\$21,030,647.00	TBD	TBD
<i>Fiscal Year 2014</i>	TBD	\$473,665.00	TBD	TBD	TBD
Total Base Period	\$101,309,935.00	\$2,207,263.00	\$103,517,199.00	\$62,388,031.00	\$7,389,995.00
Option Period(s)					
Option Period 1					
<i>Fiscal Year 2014</i>	TBD	\$148,227.00	TBD	TBD	TBD
<i>Fiscal Year 2015</i>	TBD	\$544,426.00	TBD	TBD	TBD
<i>Fiscal Year 2016</i>	TBD	\$559,847.00	TBD	TBD	TBD
<i>Fiscal Year 2017</i>	TBD	\$348,925.00	TBD	TBD	TBD
Total Option Period 1	TBD	\$1,601,425.00	TBD	TBD	TBD
Option Period 2					
<i>Fiscal Year 2017</i>	TBD	\$155,926.00	TBD	TBD	TBD
<i>Fiscal Year 2018</i>	TBD	\$513,569.00	TBD	TBD	TBD
<i>Fiscal Year 2019</i>	TBD	\$372,984.00	TBD	TBD	TBD
Total Option Period 2	TBD	\$1,042,479.00	TBD	TBD	TBD
Total Option Period(s)	\$103,093,690	\$2,643,904.00	\$105,737,594.00	TBD	TBD
Total Base & Option Periods	\$204,403,625.00	\$4,851,167.00	\$209,254,793.00	\$62,388,031.00	\$7,389,995.00

* Fee for August 24, 2009 to September 30, 2009 performance was combined with the FY 2010 Final Fee Determination.

The following Table, *Summary of Contract Estimated Costs and Fee Tables*, summarizes the Contract Cost and Fee from Tables B.4-1, B.4-2.a, and B.4-2.b.

Definitions for descriptions used in the following table are as follows:

- (a) *Total Estimated Direct Funded Contract Cost* is defined as the sum of *Estimated Direct Funded Contract Cost* (B.4-1), *Estimated PMTO Direct Funded Contract Cost* (B-4.2.a), and *Estimated RFS and WFO Direct Funded Contract Cost* (B-4.2.b).
- (b) *Total Estimated OHC UBS Cost* is defined as *Estimated OHC UBS Cost* (B.4-1).
- (c) *Total Estimated Contract Cost* is defined as the sum of *Total Estimated Direct Funded Contract Cost* and *Total Estimated OHC UBS Cost*.
- (d) *Total Available Award Fee* is defined as *Available Award Fee* (B-4.1).
- (e) *Total Fixed Fee* is defined as the sum of *PMTO Fixed Fee* (B-4.2.a) and *RFS and WFO Fixed Fee* (B-4.2.b).
- (f) *Total Contract Fee* is defined as the sum of *Total Available Award Fee* and *Total Fixed Fee*.
- (g) *Total Contract Price* is defined as the sum of *Total Estimated Contract Cost* and *Total Contract Fee*.
- (h) *Total Estimated OHC UBS Revenue* is defined as *Estimated OHC UBS Revenue* (B.4-1).
- (i) *Total Direct Funded Contract Price* is defined as *Total Contract Price* less *Total Estimated OHC UBS Revenue* as specified in B.3(a) Obligation of Funds.

	Summary Contract Estimated Costs and Fee Table
Total Estimated Direct Funded Contract Cost (a)	\$2,380,943,520.16
Total Estimated OHC UBS Cost (b)	\$751,372,086.88
Total Estimated Contract Cost (c) = (a+b)	\$3,132,315,607.04
Total Available Award Fee (d)	\$209,254,793.00
Total Fixed Fee (e)	\$162,904.30
Total Contract Fee (f) = (d+e)	\$209,417,697.30
Total Contract Price (g) = (c+f)	\$3,341,733,304.34
Total Estimated OHC UBS Revenue (h)	(\$751,372,086.88)
Total Direct Funded Contract Price (i) = (g-h)	\$2,590,361,217.46

B.5 CHANGES TO CONTRACT COST AND CONTRACT FEE

(a) Funding.

- (1) DOE intends to obligate funding to the Contract in accordance with the *Contract Price* shown by fiscal year in Table B.4-1, *Contract Cost and Contract Fee*. The Contractor shall not be entitled to an equitable adjustment to *Available Fee* if the funding guidance by fiscal year is within 10% of the amount shown in Table B.4-1.
- (2) Pursuant to Section C.3.1.2.3, DOE will provide annual funding guidance to the Contractor. The Contractor shall then develop an Integrated Priority List (IPL) in accordance with the funding guidance. The Contractor shall submit the IPL for DOE approval. Within 60 days of the DOE approval of the IPL, the Contractor shall, unless directed otherwise by the Contracting Officer, submit proposals consistent with the approved IPL work scope, projected Work for Others, and annual forecast of services from Other Hanford Contractors (OHC) to adjust the *Contract Price* and/or Schedule in accordance with the Section I Clause entitled, *FAR 52.243-2, Changes – Cost Reimbursement, Alternates II, III, and IV*.

(b) Performance Risk.

- (1) Changes to *Total Available Fee* will accurately reflect the corresponding changes to the Contract with respect to performance risk as determined by DEAR 915.404-4-70, *DOE structured profit and fee system* and implemented by the profit-analysis factors defined in FAR 15.404-4, *Profit*. Accordingly, changes to the Contract resulting in an increase or decrease to the Contractor's performance risk as defined in FAR 15.404-4(d)(1), shall cause a proportionate increase or decrease to the *Total Available Fee*.
- (2) If performance risk changes, the Contracting Officer may initiate a change or consider a request for equitable adjustment to the *Contract Price* and/or Schedule in accordance with the Section I Clause entitled, *FAR 52.243-2, Changes – Cost Reimbursement, Alternates II, III, and IV*.

B.6 BASIS FOR TOTAL AVAILABLE FEE

The cost basis for *Total Available Fee* shall be the *Total Contract Cost*, excluding:

- (a) Pass-through funding provided to other contractors for Hanford Site services identified in the Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*;
- (b) Costs associated with Work-for-Others performed under the Section I Clause entitled, *DEAR 970.5217-1, Work-for-Others Program*;

- (c) Costs associated with sponsorship, management, administration and/or contributions for Legacy Plans (set forth in the Section H Clause entitled, Employee Compensation: Pay and Benefits) administered under this Contract; and
- (d) Costs associated with sponsorship, management, administration and/or contributions for any defined benefit pension plan.

B.7 FEE STRUCTURE

- (a) The Contracting Officer reserves the unilateral discretion to allocate between 15 percent (%) and 25% of the *Available Fee* for the *Base Period* and *Option Period(s)* (if exercised), to each fiscal year as described in this Clause; and as adjusted in the Section B Clause entitled, *Changes to Contract Cost and Contract Fee*. The Contractor will have the opportunity to earn 100% of the *Available Fee*, as adjusted, within a Contract period.
- (b) The *Available Fee* shown in Table B.4-1, Contract Cost and Contract Fee, can be earned through objective fee components and/or subjective fee components. The performance measures for these components and the *Available Fee* for the period allocated to the fiscal year are provided in the Section J Attachment entitled, *Performance Evaluation and Measurement Plan* (PEMP). The PEMP may contain annual and multi-year performance measures.
 - (1) *Available Fee* for the period allocated to annual performance measures may only be earned in that fiscal year. Allocated *Available Fee* for the fiscal year not earned in the fiscal year for an annual performance measure is unavailable and not payable to the Contractor. The Contractor forfeits any rights to unearned fee. The Contracting Officer reserves the unilateral discretion to determine how any unearned fee will be utilized.
 - (2) *Available Fee* for the period allocated to fiscal years for multi-year performance measures may be earned incrementally or upon final fee determination. Allocated *Available Fee* not earned for a multi-year performance measure is unavailable and not payable to the Contractor. The Contractor forfeits any rights to unearned fee. The Contracting Officer reserves the unilateral discretion to determine how any unearned fee will be utilized.
 - (3) *Provisional Fee* is defined as *Available Fee* that is paid contingently during an annual performance period. *Provisional Fee* may become earned fee upon the final fee determination.
 - (4) *Incremental Fee* is defined as *Available Fee* that the Contractor may earn by achieving a specific, fee-bearing, performance measure event.
 - (5) Individual performance measures may require the Contractor to exceed approved baseline performance to earn 100% of the fee allocated to that performance measure.

- (c) The Contracting Officer will prepare and issue performance measures prior to the start of each fiscal year. The Contracting Officer may provide draft performance measures for Contractor review and input; however, the Contracting Officer reserves the unilateral discretion to issue the performance measures without Contractor review.

B.8 FEE DETERMINATION AND PAYMENT

- (a) Fee earned under this Contract will be paid in accordance with the specific criteria defined in the PEMP and the Clauses in Section B. Monthly provisional payments of fee may be authorized by the Contracting Officer and will be made in accordance with paragraph (b) of this Clause.
- (b) For annual performance measures that do not have specific, incremental, fee-bearing performance measure events, the Contractor may request Contracting Officer approval to execute a monthly draw of *Provisional Fee* payments from the Special Financial Institution Account. The Contractor may request a monthly *Provisional Fee* payment of up to 7.5% of fee allocated to such performance measures, subject to a maximum payment of 80% of fee allocated to such performance measures, and also subject to withholding by DOE as described in paragraphs (e) and (f) of this Clause.
- (c) The Contractor shall request Contracting Officer acceptance of a specific, incremental, fee-bearing performance measure event. Following Contracting Officer acceptance of a specific, incremental, fee-bearing performance measure event, the Contractor may request Contracting Officer approval to execute a draw of *Incremental Fee* from the Special Financial Institution Account, subject to withholding by the Contracting Officer as described in paragraphs (e) and (f) of this Clause and the Section B Clause entitled, *Fee Reductions*.
- (d) At the end of each year of Contract performance, the Fee Determining Official will make a final *Fee Determination* using the PEMP described in the Section B Clause entitled, *Fee Structure*. In the event that fee overpayment results from the *Provisional Fee* payments provided for in this Clause, the Contractor shall reimburse the unearned fee overpayment within 30 days of notification, to the Contracting Officer payable with interest in accordance with the Section I Clause entitled, *FAR 52.232-17, Interest*.
- (e) Withholding of *Incremental* and *Provisional Fee* Payments for adverse Contract Performance.
 - (1) Withholding of *Incremental* and *Provisional Fee* Payments. If the Contractor demonstrates adverse performance, the Contracting Officer reserves the unilateral discretion to withhold *Incremental* and *Provisional Fee* Payments. Withheld Fee Payments are not subject to interest for the amount(s) of the withheld fee payment(s) under 5 CFR 1315, *Prompt Payment*.
 - (2) Release of Withheld *Incremental* and *Provisional Fee* Payments. The Contracting Officer may release withheld *Incremental* and *Provisional Fee* Payments and resume making *Incremental* and *Provisional Fee* Payments when the Contractor demonstrates sustained recovery in performance.

- (f) Withholding of *Incremental* and *Provisional Fee* Payments for bankruptcy or other issues with guarantor company(ies).⁴
- (1) Withholding of *Incremental* and *Provisional Fee*. In order to assure the Contractor's ability to repay any *Incremental* and *Provisional Fee* Payments that are determined to be in excess of the total fee earned, the Contracting Officer reserves the unilateral discretion to discontinue *Incremental* and *Provisional Fee* payments, in the event that a guarantor company files bankruptcy, is acquired by other owners, or impacted by other events that arise with the Contractor's guarantor company(ies) that can jeopardize DOE's ability to recover excess *Incremental Payment* and *Provisional Fee* Payments. Withheld Fee Payments are not subject to interest for the amount(s) of the withheld fee payment(s) under 5 CFR 1315, *Prompt Payment*.
 - (2) Release of Withheld *Incremental* and *Provisional Fee* Payments. Following receipt of evidence that bankruptcy or other issues do not affect the ability of the Contractor to continue to perform the obligations under the Contract, the Contracting Officer may release all *Incremental* and *Provisional Fee* Payments and resume making *Incremental* and *Provisional Fee* Payments.

B.9 FEE REDUCTIONS

- (a) All earned fee in each year of Contract performance is subject to reductions imposed by the terms and conditions of this Contract, including, but not limited to:
- (1) Section B Clause entitled, *Fee Determination and Payment*;
 - (2) Section B Clause entitled, *Small Business Subcontracting Fee Reduction*;
 - (3) Section B Clause entitled, *DEAR 970.5215-3, Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (Alternate II) [DEVIATION]*;
 - (4) Section B Clause entitled, *Conditional Payment of Fee (CPOF) DOE Richland Operations Office Site-Specific Performance Criteria/Requirements*;
 - (5) Section E Clause entitled, *FAR 52.246-3, Inspection of Supplies – Cost Reimbursement*;
 - (6) Section E Clause entitled, *FAR 52.246-5, Inspection of Services – Cost Reimbursement*;
 - (7) Section H Clause entitled, *Key Personnel*;
 - (8) Section H Clause entitled, *Safety and Security Key Personnel*;

⁴ Guarantor Company(ies) is defined as the company(ies) executing the performance guarantee (s) in Section H Clause entitled, *Performance Guarantee Agreement*.

- (9) Section I Clause entitled, FAR 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity;
 - (10) Section I Clause entitled, *FAR 52.215-11, Price Reduction for Defective Cost or Pricing Data – Modifications*;
 - (11) Section I Clause entitled, *FAR 52.215-13, Subcontractor Cost or Pricing Data – Modifications*;
 - (12) Section I Clause entitled, *FAR 52.243-2, Changes – Cost Reimbursement*.
- (b) The maximum fee reduction in any one (1) year of Contract performance is the allocated *Available Fee*, as defined in the Section J Attachment entitled, *Performance Evaluation and Measurement Plan*, that can be earned in the year the event occurred.

B.10 SMALL BUSINESS SUBCONTRACTING FEE REDUCTION

- (a) For the purpose of implementing this Clause, the percentage goals established in the Section J Attachment entitled, *Small Business Subcontracting Plan*, will remain in effect for the duration of the Contract, except as modified in accordance with the Section B Clause entitled, *Changes to Contract Cost and Contract Fee*. The Contractor shall submit annual updates to the narrative elements of the *Small Business Subcontracting Plan* by December 31 of each year.
- (b) The Contractor's performance in meeting small business performance percentage goals in accordance with the Section H Clause entitled, *Self-Performed Work*, providing meaningful involvement for small businesses, and entering into the required Mentor-Protégé Agreement(s) will be evaluated after the:
- (1) Three year period concluding at the end of the 3rd year of Contract performance;
 - (2) Two year period concluding at the end of the 5th year of Contract performance; and, if the *Option Period(s)* is exercised;
 - (3) If *Option Period 1* is exercised -- two year period concluding at the end of the 7th year of Contract performance; and
 - (4) At the end of the Contract period of performance.
- (c) The Contracting Officer will consider the Contractor's performance in meeting small business percentage goals and entering into the required Mentor-Protégé Agreement(s) when making a decision on the *Option Period(s)* authorization.

- (d) If the Contractor has not met any or all of the subcontracting goals, has failed to provide meaningful involvement for small business, and/or has failed to enter into the required Mentor-Protégé Agreement(s) during the above specified periods, the Contracting Officer may reduce the earned fee by an amount up to 10% of total earned fee in each period of the four (4) multi-year periods described above.
- (e) At Contract completion, the total amount of fee reduction for failure to meet its subcontracting goals shall be offset by any amount of liquidated damages assessed in accordance with the Section I Clause entitled, *FAR 52.219-16, Liquidated Damages – Subcontracting Plan*. The fee reduction amount will be a unilateral determination by the Contracting Officer and a permanent reduction in the earned fee under this Contract.
- (f) Any reduction for failure to meet the requirements of the Section H Clause entitled, *Mentor-Protégé Program* shall be in addition to any liquidated damages assessed in accordance with the Section I Clause entitled, *FAR 52.219-16, Liquidated Damages – Subcontracting Plan*. The fee reduction amount will be a unilateral determination by the Contracting Officer and a permanent reduction in the earned fee under this Contract.

B.11 ALLOWABILITY OF SUBCONTRACTOR FEE

- (a) If the Contractor is part of a teaming arrangement as described in FAR Subpart 9.6, *Contractor Team Arrangements*, the team shall share in the *Total Available Fee* as shown in Table B.4-1. Separate additional subcontractor fee is not an allowable cost under this Contract for individual team members, or for a subcontractor, supplier, or lower-tier subcontractor that is a wholly-owned, majority-owned, or affiliate of any team member.
- (b) The subcontractor fee restriction in paragraph (a) does not apply to members of the Contractor's team that are: (1) small business(es); (2) Protégé firms as part of an approved Mentor-Protégé relationship under the Section H Clause entitled, *Mentor-Protégé Program*; (3) subcontractors under a competitively awarded firm-fixed price or firm-fixed unit price subcontract; or (4) commercial items as defined in FAR Subpart 2.1, *Definitions of Words and Terms*.

B.12 DEAR 970.5215-3, CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES – FACILITY MANAGEMENT CONTRACTS (ALTERNATE II) (JAN 2004) [DEVIATION]

- (a) General.
 - (1) The payment of earned fee, fixed fee, profit, or share of cost savings under this Contract is dependent upon:

- (i) The Contractor's or Contractor employees' compliance with the terms and conditions of this Contract relating to environment, safety, health and quality (ESH&Q), which includes worker safety and health, including performance under an approved Integrated Safety Management System (ISMS); and
 - (ii) The Contractor's or contractor employees' compliance with the terms and conditions of this Contract relating to the safeguarding of Restricted Data and other classified information.
 - (2) The ESH&Q performance requirements of this Contract are set forth in its ESH&Q terms and conditions, including the DOE-approved Contractor ISMS or similar document. Financial incentives for timely mission accomplishment or cost effectiveness shall never compromise or impede full and effective implementation of the ISMS and full ESH&Q compliance.
 - (3) The performance requirements of this Contract relating to the safeguarding of Restricted Data and other classified information are set forth in the Section I Clause entitled, *FAR 52.239-1, Privacy or Security Safeguards (AUG 1996)*, and *DEAR 970.5204-2, Laws, Regulations, and DOE Directives*, as well as in other terms and conditions.
 - (4) If the Contractor does not meet the performance requirements of this Contract relating to ESH&Q or to the safeguarding of Restricted Data and other classified information during any performance evaluation period established under the Contract, otherwise earned fee, fixed fee, profit or share of cost savings may be unilaterally reduced by DOE.
- (b) Reduction Amount.
- (1) The amount of earned fee, fixed fee, profit, or share of cost savings that may be unilaterally reduced will be determined by the severity of the performance failure pursuant to the degrees specified in paragraphs (c) and (d) of this Clause.
 - (2) If a reduction of earned fee, fixed fee, profit, or share of cost savings is warranted, unless mitigating factors apply, such reduction shall not be less than 26% nor greater than 100% of the amount of earned fee, fixed fee, profit, or the Contractor's share of cost savings for a first degree performance failure, not less than 11% nor greater than 25% for a second degree performance failure, and up to 10% for a third degree performance failure.

- (3) In determining the amount of the reduction and the applicability of mitigating factors, DOE will consider the Contractor's overall performance in meeting the ESH&Q or security requirements of the Contract. Such consideration will include performance against any site specific performance criteria/requirements that provide additional definition, guidance for the amount of reduction, or guidance for the applicability of mitigating factors. In all cases, DOE will consider mitigating factors that may warrant a reduction below the applicable range (see 48 CFR 970.1504-1-2). The mitigating factors include, but are not limited to, the following ((v), (vi), (vii) and (viii) apply to ESH&Q only).
- (i) Degree of control the Contractor had over the event or incident.
 - (ii) Efforts the Contractor had made to anticipate and mitigate the possibility of the event in advance.
 - (iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.
 - (iv) General status (trend and absolute performance) of: ESH&Q and compliance in related areas; or of safeguarding Restricted Data and other classified information and compliance in related areas.
 - (v) Contractor demonstration to the Contracting Officer's satisfaction that the principles of industrial ESH&Q standards are routinely practiced (e.g., Voluntary Protection Program, ISO [International Organization for Standardization] 14000, *Environmental Management System Standards*).
 - (vi) Event caused by "Good Samaritan" act by the Contractor (e.g., off-site emergency response).
 - (vii) Contractor demonstration that a performance measurement system is routinely used to improve and maintain ESH&Q performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, ESH&Q programs).
 - (viii) Contractor demonstration that an Operating Experience and Feedback Program is functioning that demonstrably affects continuous improvement in ESH&Q by use of lessons-learned and best practices inter- and intra-DOE sites.
- (4) (i) The amount of fee, fixed fee, profit, or share of cost savings that is otherwise earned by a Contractor during an evaluation period may be reduced in accordance with this Clause if it is determined that a performance failure warranting a reduction under this Clause occurs within the evaluation period.
- (ii) The amount of reduction under this Clause, in combination with any reduction made under any other clause in the Contract, shall not exceed

the amount of fee, fixed fee, profit, or the Contractor's share of cost savings that is otherwise earned during the evaluation period.

- (iii) For the purposes of this clause, earned fee, fixed fee, profit, or share of cost savings for the evaluation period shall mean the amount determined by DOE or fee determination official as otherwise payable based on the Contractor's performance during the evaluation period. Where the Contract provides for financial incentives that extend beyond a single evaluation period, this amount shall also include: any provisional amounts determined otherwise payable in the evaluation period; and, if provisional payments are not provided for, the allocable amount of any incentive determined otherwise payable at the conclusion of a subsequent evaluation period. The allocable amount shall be the total amount of the earned incentive divided by the number of evaluation periods over which it was earned.
- (iv) The Government will effect the reduction as soon as practicable after the end of the evaluation period in which the performance failure occurs. If the Government is not aware of the failure, it will effect the reduction as soon as practical after becoming aware. For any portion of the reduction requiring an allocation the Government will effect the reduction at the end of the evaluation period in which it determines the total amount earned under the incentive. If at any time a reduction causes the sum of the payments the Contractor has received for fee, fixed fee, profit, or share of cost savings to exceed the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned (provisionally or otherwise), the Contractor shall immediately return the excess to the Government. (What the Contractor "has earned" reflects any reduction made under this or any other Clause of the Contract.)
- (v) At the end of the Contract:
 - (A) The Government will pay the Contractor the amount by which the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned exceeds the sum of the payments the Contractor has received; or
 - (B) The Contractor shall return to the Government the amount by which the sum of the payments the Contractor has received exceeds the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned. (What the Contractor "has earned" reflects any reduction made under this or any other Clause of the Contract.)
- (c) Environment, Safety, Health and Quality (ESH&Q). Performance failures occur if the Contractor does not comply with the Contract ESH&Q terms and conditions, including the DOE-approved Contractor ISMS. The degrees of performance failure under which reductions of earned or fixed fee, profit, or share of cost savings will be determined are:

- (1) First Degree: Performance failures that are most adverse to ESH&Q. Failure to develop and obtain required DOE approval of an ISMS is considered first degree. The Government will perform necessary review of the ISMS in a timely manner and will not unreasonably withhold approval of the Contractor's ISMS. The following performance failures or performance failures of similar import will be considered first degree.
 - (i) Type A accident (defined in DOE Order 225.1A, *Accident Investigations*); and
 - (ii) Two (2) Second Degree performance failures during an evaluation period.
- (2) Second Degree: Performance failures that are significantly adverse to ESH&Q. They include failures to comply with an approved ISMS that result in an actual injury, exposure, or exceedence that occurred or nearly occurred but had minor practical long-term health consequences. They also include breakdowns of the Safety Management System. The following performance failures or performance failures of similar import will be considered second degree:
 - (i) Type B accident (defined in DOE Order 225.1A).
 - (ii) Non-compliance with an approved ISMS that results in a near miss of a Type A or B accident. A near miss is a situation in which an inappropriate action occurs, or a necessary action is omitted, but does not result in an adverse effect.
 - (iii) Failure to mitigate or notify DOE of an imminent danger situation after discovery, where such notification is a requirement of the Contract.
- (3) Third Degree: Performance failures that reflect a lack of focus on improving ESH&Q. They include failures to comply with an approved ISMS that result in potential breakdown of the System. The following performance failures or performance failures of similar import will be considered third degree:
 - (i) Failure to implement effective corrective actions to address deficiencies/non-compliances documented through: external (e.g., Federal oversight and/or reported per DOE Manual 232.1-2 (Supp Rev 8), *Occurrence Reporting and Processing of Operations Information* requirements; or internal oversight of 10 CFR 830, 10 CFR 835, 10 CFR 850, and 10 CFR 851 requirements.
 - (ii) Multiple similar non-compliances identified by external (e.g., Federal) oversight that in aggregate indicate a significant programmatic breakdown.

- (iii) Non-compliances that either have, or may have, significant negative impacts to the worker, the public, or the environment or that indicate a significant programmatic breakdown.
 - (iv) Failure to notify DOE upon discovery of events or conditions where notification is required by the terms and conditions of the Contract.
- (d) Safeguarding Restricted Data and Other Classified Information. Performance failures occur if the Contractor does not comply with the terms and conditions of this Contract relating to the safeguarding of Restricted Data and other classified information. The degrees of performance failure under which reductions of fee, profit, or share of cost savings will be determined are as follows:
 - (1) First Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:
 - (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, or any classification level of information in a Special Access Program (SAP), information identified as sensitive compartmented information (SCI), or high risk nuclear weapons-related data.
 - (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
 - (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
 - (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

- (2) **Second Degree:** Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:
- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.
 - (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret.
 - (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Restricted Data or other classified information regardless of classification (except for information covered by paragraph (d)(1)(iii) of this Clause).
 - (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other classified information classified as Secret.
- (3) **Third Degree:** Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of Contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. The following are examples of performance failures or performance failures of similar import that will be considered third degree:
- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other information classified as Confidential.
 - (ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information.

- (iv) Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the Contractor's Safeguards and Security Plan or other security plan, as applicable.
 - (iv) Contractor actions that result in performance failures which unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of the Contractor's safeguards and security management system relating to the protection of Restricted Data and other classified information.
- (e) Minimum requirements for specified level of performance.
 - (1) At a minimum the Contractor must perform the following:
 - (i) The requirements with specific incentives which do not require the achievement of cost efficiencies in order to be performed at the level of performance set forth in Section C, *Statement of Work*, work authorization directive(s), or similar document unless an otherwise minimum level of performance has been established in the specific incentive;
 - (ii) All of the performance requirements directly related to requirements specifically incentivized which do not require the achievement of cost efficiencies in order to be performed at a level of performance such that the overall performance of these related requirements is at an acceptable level; and
 - (iii) All other requirements at a level of performance such that the total performance of the Contract is not jeopardized.
 - (2) The evaluation of the Contractor's achievement of the level of performance shall be unilaterally determined by the Government. To the extent that the Contractor fails to achieve the minimum performance levels specified in Section C, *Statement of Work*, work authorization directive(s), or similar document, during the performance evaluation period, the DOE Operations/Field Office Manager, or designee, may reduce any otherwise earned fee, fixed fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit, or shared net savings being less than 25% of the total available fee amount. Such 25% shall include base fee, if any.
- (f) Minimum requirements for cost performance.
 - (1) Requirements incentivized by other than cost incentives must be performed within their specified cost constraint and must not adversely impact the costs of performing unrelated activities.
 - (2) The performance of requirements with a specific cost incentive must not adversely impact the costs of performing unrelated requirements.

- (3) The Contractor's performance within the stipulated cost performance levels for the performance evaluation period shall be determined by the Government. To the extent the Contractor fails to achieve the stipulated cost performance levels, the DOE Operations/Field Office Manager, or designee, may reduce in whole or in part any otherwise earned fee, fixed fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit or shared net savings being less than 25% of the total available fee amount. Such 25% shall include base fee, if any.

**B.13 CONDITIONAL PAYMENT OF FEE (CPOF) DOE RICHLAND OPERATIONS OFFICE
SITE-SPECIFIC PERFORMANCE CRITERIA/REQUIREMENTS**

This Clause supplements Section B Clause entitled, *DEAR 970.5215-3, Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (Alternate II) [Deviation]* by establishing Site-specific Environment, Safety, Health, and Quality (ESH&Q), and security performance criteria/requirements. Performance failures relating to the performance criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3. Site-specific performance criteria/requirements for ESH&Q, and Safeguards and Security are as follows:

(a) Environment, Safety, Health, and Quality

- (1) First Degree: Performance failures relating to the criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3, Alternate II [Deviation].
- (2) Second Degree: Performance failures relating to the criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3, Alternate II [Deviation].
- (3) Third Degree: Performance failures that reflect a lack of focus on ESH&Q or failures to comply with an approved ISMS that may result in a negative impact to the public, worker or environment. The following performance failures, or events of similar import, are examples of performance failures that are considered third degree:
 - (i) Multiple similar non-compliances identified by external oversight (e.g., Federal) that in the aggregate indicate a significant programmatic breakdown.
 - (ii) Non-compliances or adverse performance trends that either have or may have negative impact to the public, worker, or environment or that indicate a programmatic breakdown.
 - (iii) Failure to notify the Contracting Officer upon discovery of events or conditions where notification is required by the terms and conditions of the Contract.
 - (iv) Failure to report required data accurately and in a timely manner.

- (v) Failure to implement continuous improvement in ESH&Q performance through effective utilization of ISMS processes, including timely submittal of meaningful performance objectives, measurements and commitments.
- (b) Safeguards and Security
 - (1) First Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:
 - (i) Theft, loss or diversion of category I or II special nuclear material (SNM); adversarial attacks or acts of sabotage that result in significant consequences the safety or security of personnel, facilities, or the public due to a failure or inadequacy of performance by the Contractor.
 - (ii) Receipt of an overall rating of Unsatisfactory on any DOE Safeguards and Security survey, audit, and/or inspection.
 - (iii) Failure to implement corrective action(s) in response to any first degree performance failure.
 - (2) Second Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:
 - (i) Theft, loss or diversion of Category III SNM that is due to a failure or inadequacy of performance by the Contractor.
 - (ii) Inventory differences of Category I/II/III SNM beyond alarm limits where there is no evidence that the difference is created by loss, theft, or diversion.
 - (iii) Any amount of SNM found in a dangerous/hazardous or unapproved storage environment, or unapproved mode of transportation/transfer.
 - (iv) Failure to implement corrective action(s) in response occurrence of any second degree performance failure.

- (3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security, and/or jeopardizes protection of the facility or Site security interests. The following are examples of performance failures or performance failures of similar import that will be considered third degree:
- (i) Loss, theft, diversion, or unauthorized disclosure of information classified as Confidential.
 - (ii) Negligent weapons and firearms-related incidents involving protective force operations/personnel (e.g., unauthorized weapons discharge, personal wounding).
 - (iii) Evidence that SNM data has been manipulated or falsified.
 - (iv) Inventory differences of Category IV SNM beyond alarm limits where there is no evidence that the difference is created by loss, theft, or diversion.
 - (v) Loss, theft, or diversion of Category IV quantities of SNM that is due to a failure or inadequacy of performance by the contractor.
 - (vi) Five (5) or more incidents that involve a potential compromise of classified information and/or unsecured classified repository, in any three (3) month period, of any type.
 - (vii) Receipt of any topical area rating of Unsatisfactory on any DOE Safeguards and Security survey, audit, and/or inspection.
 - (viii) Failure to implement corrective action(s) in response to any third degree performance failure.
 - (ix) Non-compliant or adverse cyber security performance that indicates serious cyber security program degradation (e.g., negative mission impacts or compromise of sensitive information [Sensitive Unclassified Information, Personally Identifiable Information, Unclassified Controlled Nuclear Information], etc.).

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J -- LIST OF ATTACHMENTS
TABLE OF CONTENTS

Attachment Number	Title of Attachment	Revision Number	Pages
J-1.	ABBREVIATIONS AND ACRONYM LIST	000	4
J-2.	REQUIREMENT SOURCES AND IMPLEMENTING DOCUMENTS	321	9
J-3.	HANFORD SITE SERVICES AND INTERFACE REQUIREMENTS MATRIX	249	108
J-4.	PERFORMANCE EVALUATION AND MEASUREMENT PLAN		
a	FY 2010 PERFORMANCE EVALUATION & MEASUREMENT PLAN	052	19
b	FY 2011 PERFORMANCE EVALUATION & MEASUREMENT PLAN	145	10
c	FY 2012 PERFORMANCE EVALUATION & MANAGEMENT PLAN	215	13
d	FY 2013 PERFORMANCE EVALUATION & MANGEMENT PLAN	298	10
e	FY 2014 PERFORMANCE EVALUATION & MANGEMENT PLAN	325	9
J-5.	PERFORMANCE GUARANTEE AGREEMENT	000	7
J-6.	SMALL BUSINESS SUBCONTRACTING PLAN	257	11
J-7.	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM TARGETS	000	2
J-8.	ADVANCE UNDERSTANDING OF COSTS	262	8
J-9.	SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT	108	8
J-10.	WAGE DETERMINATIONS – SERVICE CONTRACT ACT, DAVIS-BACON ACT, AND COLLECTIVE BARGAINING AGREEMENTS	249	23

J-11.	CONTRACT DELIVERABLES	321	19
J-12.	GOVERNMENT FURNISHED SERVICES AND INFORMATION	134	4
J-13.	HANFORD SITE STRUCTURES LIST	164	31
J-14.	HANFORD WASTE SITE ASSIGNMENT LIST	164	70
J-15.	Be SAMPLING PROTOCOL FOR BUILDINGS	059	5
J-16.	PORTFOLIO MANAGEMENT TASK ORDERS		
	Task 09-001 Hammer Budget Analysis	006	1
	Task 11-001 200W Pump & Treat Independent Review	077	1
	Task 11-002 Assessment of the 618-10 Burial Ground Characterization	080	2
	Task 11-003 Consulting Support to HQ EM-2.1	148	5
	Task 11-004 PIC Support for Project Controls System Description	144	3
	Task 12-001 Project Management and Project Controls Support for the River Corridor Closure Project	157 220	2
	Task 12-002 PMB review support to the Plutonium Finishing Plant Project	159	1
	Task 13-001 Project Management and Project Controls Support for the River Corridor Closure Project	223	2
	Task 13-002 DOE-HQ Security Systems Review and Assessment	280	2
	Task 13-003_R1 DOE-RL AMB HGET Training Approval Process SIA	310	2
	Task 13-004 DOE-RL Groundwater Sampling Structured Improvement Activity	306	2
	Task 14-001 - Project Management / Project Controls Support	323	2

ATTACHMENT J-4-e

Mission Support Contract FY 2014 Performance Evaluation and Measurement Plan

The Performance Evaluation and Measurement Plan (PEMP) details the administration of performance incentives and allocation of total available fee as defined in Section B, Supplies or Services and Prices/Costs.

1. PERFORMANCE INCENTIVES

This PEMP contains both objective and subjective performance incentives in order to maximize the efficacy of the Mission Support Contract. The completion criteria for objective incentives consist of the successful completion of specified activities. The completion criteria for subjective incentives are focused on the achievement of high-level strategies, outcomes, and envisioned end states. The completion criteria are based on negotiated integrated priority lists (IPLs) and requisite budget levels commensurate with IPL execution and are subject to adjustment based on actual approved 2014 budget levels. Additionally, specific completion criteria for each respective PI have been established that provide the criteria for the successful completion in terms of measurable deliverables and associated constraints (measurable ranges/delivery dates).

2. ALLOCATION OF AVAILABLE FEE

Because the services to be determined under this contract directly support the mission contractors, and because such services are integral to the environmental cleanup mission at Hanford, DOE will heavily weight the assignment of fee toward the following strategic areas of the contract:

- a. Effective Site Cleanup - Enable mission contractors to achieve their cleanup mission by providing site utilities, infrastructure, and services at the levels required. The key outcomes include:
 - Enabling site contractors to achieve reduced cost of site cleanup
 - Delivering timely service that supports customer key milestones and regulatory commitments
- b. Efficient Site Cleanup - Realize efficiencies by consolidating, integrating, and centralizing sitewide service functions, safety and security programs, and business functions.
- c. Safe and Secure Operations - Maintain highest standards for safe and secure operations.
- d. Site Stewardship - Provide sitewide, integrated stewardship for the Hanford Site.

The objective performance incentives are allocated 70 percent of the available fee and the remaining 30 percent is allocated to the subjective performance incentive.

3. PERFORMANCE INCENTIVE RATINGS

Payment of fee is subject to the fee reduction terms of this contract, and fee determining official (FDO) approval that the contractor has achieved the stated outcome for the performance incentives and their specific completion criteria within the scope, cost, and schedule. MSA shall identify issues potentially affecting the completion of individual performance incentives and the overall success of the contract, and actions taken or recommended to resolve those issues. MSA's critical self-assessment shall propose and justify the amount of performance-based incentive and award fee earned, and include a discussion of fee reductions warranted by any failure to meet performance expectation. In the event the contractor self-discloses a situation that falls within the support of a special emphasis area and appropriately self-corrects the situation in a timely manner, fee reduction may be waived by the FDO. The criteria listed in Table 3.1, Performance Ratings and Definitions, will be used in the evaluation of the objective incentives as well as for the subjective incentive.

Table 3.1, Performance Incentive Ratings and Definitions

Adjectival Rating	Definition	Percentage of Fee Earned
Excellent	Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. Contractor's work is highly professional. Contractor solves problems with very little, if any, Government involvement. Contractor is proactive and takes an aggressive approach in identifying problems and their resolution, including those identified in the risk management process, with a substantial emphasis on performing quality work in a safe manner within cost/schedule requirements. No significant re-work.	91% to 100%
Very Good	Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. Contractor solves problems with minimal Government involvement. Contractor is usually proactive and demonstrates an aggressive approach in identifying problems and their resolution, including those identified in the risk management process, with an emphasis on performing quality work in a safe manner within cost/schedule requirements. Problems are usually self-identified and resolution is self-initiated. Some limited, low-impact rework within normal expectations.	76% to 90%
Good	Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. Contractor is able to solve basic problems with adequate emphasis on performing quality work in a safe manner within cost/schedule objectives. The rating within this range will be determined by level of necessary Government involvement in problem resolution, including those problems identified in the risk management process, and extent to which the performance problem is self-identified vs. Government-identified. Some re-work required that unfavorably impacted cost and/or schedule.	51% to 75%
Satisfactory	Contractor has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. Contractor has some difficulty solving basic problems, and cost, schedule, safety, and technical performance needs improvement to avoid further performance risk. Government involvement in problem resolution, including those problems identified in the risk management process, is necessary. Some rework required that unfavorably impacted cost and/or schedule.	≤ 50%
Unsatisfactory	Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. Contractor does not demonstrate an emphasis on performing quality work in a safe manner within cost/schedule objectives. Contractor is unable to solve problems and Government involvement in problem resolution, including those problems identified in the risk management process, is necessary. Excessive rework required that had significant unfavorable impact on cost and/or schedule.	0%

4. PERFORMANCE INCENTIVE FEE CALCULATION METHODOLOGY

Table 4.1, Fee Calculation Methodology

STRATEGIC AREA	ALIGNMENT TO CLEANUP MISSION		PERFORMANCE INCENTIVES	FEE %
1.0: Effective Site Cleanup	Services Deliver sitewide services to support the cleanup mission.	1.1	Demonstrate MSA's responsiveness and alignment of resources and equipment to meet the cleanup contractors' project requirements in support of key milestones.	9
	Infrastructure Maintain sitewide reliable infrastructure support to the cleanup mission.	1.2	Operate and maintain infrastructure at the capacity and reliability to best support the Hanford Site mission.	9
	Plateau Remediation <ul style="list-style-type: none"> Support PFP D&D project towards slab-on-grade Support Sludge Phase I project activities Support Groundwater pump and treat operations, well drilling, and record of decision implementation 	1.3	Provide services to support Plateau remediation.	9
	Tank Farm Ops/Retrieval/WTP <ul style="list-style-type: none"> Support C/A Farm retrievals Support 242-A evaporator operations Support 222-S laboratory upgrades Support WTP ICD process and requirements 	1.4	Provide services to support tank farms.	7
		1.5	Provide services to support 242-A Evaporator.	7
		1.6	Meet the WTP interface control document (ICD) requirements along with the ICD review schedules, issue resolution, and approval process.	3
	River Corridor Cleanup <ul style="list-style-type: none"> Support 300 Area cleanup/transition Support transition of remediated areas into Long-Term Stewardship 	1.7	Affect appropriate land segment/facility transitions from WCH to MSA LTS program.	2
2.0: Efficient Site Cleanup	<ul style="list-style-type: none"> Align resources to efficiently meet site mission needs Strategically align capabilities to the cleanup mission Implement technologies that reduce cost and improve support for site customers 	2.1	Implement RL approved FY13 Training and Facilities Management business case recommendations.	6
		2.2	Execute an effective forecast of services process with the OHCs that result in inter-contractor forecasting systems integration and allocation of MSA UBS resources aligned to site customer needs.	2
		2.3	Deploy innovative IT applications in the field that result in increased productivity/ efficiencies for cleanup activities.	3
3.0: Safe and Secure Operations	Maintain high standards for safe and secure operations	3.1	Implement protective force enhancements.	5
		3.2	Implement emergency preparedness enhancements.	3
4.0: Site Stewardship	Comprehensive, cost effective land use planning and transition	4.1	Provide land conveyance support to RL.	5
Target Objective PI Fee Allocation: (\$19,557,842 X 70% = \$13,690,489)				70
5.0: Comprehensive Performance				30
Target Subjective PI Fee Allocation: (\$19,557,842 X 30% = \$5,867,353)				30

5. PERFORMANCE INCENTIVES

Table 5.1, FY14 Performance Incentives

Fee determination and payment will be made in accordance with the Section B clause entitled Fee Determination and Payment. The completion criteria for objective incentives consist of the successful completion of specified activities. The completion criteria for subjective incentives are focused on the achievement of high-level strategies, outcomes, and envisioned end states. The evaluation of all incentives will include a subjective determination regarding quality, timeliness, and effectiveness.

STRATEGIC AREA 1.0: Effective Site Cleanup						
ALIGNMENT TO CLEANUP MISSION		PERFORMANCE INCENTIVES		COMPLETION CRITERIA		MSA LEAD
				DUE DATE	DOE LEAD	
Services Deliver sitewide services to support the cleanup mission.	1.1 Demonstrate MSA's responsiveness and alignment of resources and equipment to meet the cleanup contractors' project requirements in support of key milestones.	1.1.1	Validate/reconcile other Hanford contractor's FY14 usage-based service (UBS) that were submitted prior to FY14. Document changes and establish a new UBS baseline if necessary, and communicate to the Contractor Interface Board.	10/31/13	Bird	Brockman
		1.1.2	If variances from the 10/1/13 UBS baseline of forecasted services are experienced, demonstrate MSA's success in rapidly re-aligning resources to deliver services at the levels required by maintaining ±3% composite over/under liquidation rates of UBS pools. For individual UBS variances that exceed ±3%, demonstrate that MSA worked with OHCs and took corrective actions to the forecasting system.	9/30/14		
		1.1.3	Demonstrate that all service delivery service level agreements/service delivery document targets were met (e.g., analytical services, biological controls, crane & rigging, etc.).	9/30/14		
		1.1.4	Demonstrate that service catalog requests were delivered with an average customer satisfaction rating of 4.4 or higher out of a 5.0 scale.	9/30/14		
	Infrastructure Maintain sitewide reliable infrastructure support to the cleanup mission.	1.2 Operate and maintain infrastructure at the capacity and reliability to best support the Hanford Site mission.	1.2.1	Implement HNF-54670 (MSA Maintenance Management Program) per the approved implementation schedule.	9/30/14	Dickinson
1.2.2			Demonstrate that all infrastructure service level agreements/service delivery document targets were met (e.g., water utilities, electrical utilities, IT, etc.).	9/30/14	Bird	Brockman
Plateau Remediation <ul style="list-style-type: none">Support PFP D&D project towards slab-on-gradeSupport Sludge Phase I project	1.3 Provide services to support Plateau remediation.	1.3.1	Demonstrate that target levels were met for dedicated loaned labor requests in support of PFP projects (Q1/Q2 >90% and Q3/Q4 >95%)	9/30/14	Bird	Wilson
		1.3.2	Demonstrate that target levels were met for loaned labor requests in support of spent fuel activities (>85%).	9/30/14		

STRATEGIC AREA 1.0: Effective Site Cleanup						
ALIGNMENT TO CLEANUP MISSION	PERFORMANCE INCENTIVES	COMPLETION CRITERIA		DUE DATE	DOE LEAD	MSA LEAD
activities • Support Groundwater pump and treat operations, well drilling, and record of decision implementation		1.3.3	Demonstrate that target levels for loaned labor requests were allocated consistent with sitewide priorities in support of non-PFP and spent fuel activities.	9/30/14		
Tank Farm Ops/Retrieval/WTP • Support C/A Farm retrievals • Support 242-A evaporator operations • Support 222-S laboratory upgrades • Support WTP interface control document (ICD) process and requirements	1.4 Provide services to support tank farms.	1.4.1	Demonstrate that crane and rigging target levels were met in support of C and A Farm retrieval milestones (Q1/Q2 >90% and Q3/Q4 >95%).	9/30/14	Bird	Wilson
		1.4.2	Demonstrate that electrical service target levels were met in support of C and A Farm retrieval project schedule (Q1/Q2 >90% and Q3/Q4 >95%).	9/30/14		
		1.4.3	Demonstrate that target levels for dedicated loaned labor requests were met in support of C and A Farm retrieval milestones (90%).	9/30/14		
		1.5.1	Demonstrate water delivery in accordance with MSAWRPS delivery schedule and water services specifications for flow rate and pressure.	9/30/14		
	1.5 Provide services to support 242-A evaporator.	1.5.2	Demonstrate that crane and rigging target levels were met in support of 242-A evaporator operations (Q1/Q2 >85% and Q3/Q4 >90%).	9/30/14	Bird	Wilson
1.6 Meet the WTP ICD requirements along with the ICD review schedules, issue resolution, and approval process.		1.6.1	Meet the review schedules and process with service requirement gaps clearly identified and addressed within IPL allocations for all WTP ICDs.	9/30/14	Bird	Brockman
River Corridor Cleanup • Support 300 Area cleanup/transition • Support transition of remediated areas into Long-Term Stewardship (LTS)	1.7 Affect appropriate land segment/facility transitions from WCH to MSA LTS program. Please note: This PI is contingent upon additional funding being identified.	1.7.1	Complete interim safe storage reactor transition (C, H, DR, D, N) from WCH to MSA.	12/30/13	Hathaway	Wilson
		1.7.2	Deliver the contractor integrated draft transition turnover package (TTP) to DOE for review within 75 days of receiving the WCH TTP for any geographic area to meet WCH schedule needs.	WCH Delivery + 75 days		

STRATEGIC AREA 2.0: Efficient Site Cleanup						
ALIGNMENT TO CLEANUP MISSION	PERFORMANCE INCENTIVES	COMPLETION CRITERIA	DUE DATE	DOE LEAD	MSA LEAD	
<ul style="list-style-type: none"> Align resources to efficiently meet site mission needs Strategically align capabilities to the cleanup mission Implement technologies that reduce cost and improve support for site customers 	2.1	Implement RL approved FY13 Training and Facilities Management business case recommendations.	2.1.1	Implement actions and recommendations from the FY13 facilities management business case analysis per the RL-accepted schedule.	9/30/14	Wilson
			2.1.2	Implement actions and recommendations from the FY13 training business case analysis per the RL-accepted schedule.	9/30/14	Kruger
	2.2	Execute an effective forecast of services process with the other Hanford contractors that result in inter-contractor forecasting systems integration and allocation of MSA UBS resources aligned to site customer needs.	2.2.1	Conduct structured improvement activities (SIA) and implement resulting recommendations for two MSA UBS areas that focus on inter-contractor system integration for the forecasting process.	6/30/14	Brockman
	2.3	Deploy innovative IT applications in the field that result in increased productivity/ efficiencies for cleanup activities.	2.3.1	Deploy wireless and wired IT service upgrades in and around PFP per CHPRC requirements and schedule to improve PFP project efficiency.	9/30/14	Eckman
			2.3.2	Deploy tank farm wireless and wired IT service upgrades per WRPS requirements to improve project efficiency.	3/31/14	
			2.3.3	Replace 2,000 desktop computers with Thin Client.	9/30/14	

STRATEGIC AREA 3.0: Safe and Secure Operations							
ALIGNMENT TO CLEANUP MISSION	PERFORMANCE INCENTIVES		COMPLETION CRITERIA		DUE DATE	DOE LEAD	MSA LEAD
Maintain high standards for safe and secure operations	3.1	Implement protective force enhancements.	3.1.1	Implement RL-approved FY14 Protective Force Program performance enhancements and efficiencies per approved schedule.	6/30/14	Loiacono	Walton
	3.2	Implement emergency preparedness enhancements.	3.2.1	Implement RL-approved FY14 Hanford Emergency Operations Center performance enhancements and efficiencies per approved schedule.	6/30/14		
STRATEGIC AREA 4.0: Site Stewardship							
ALIGNMENT TO CLEANUP MISSION	PERFORMANCE INCENTIVES		COMPLETION CRITERIA		DUE DATE	DOE LEAD	MSA LEAD
Comprehensive, cost effective land use planning and transition	4.1	Provide land conveyance support to RL.	4.1.1	Complete NEPA decision document, Section 106 Cultural and Historic Report, Ecological Compliance Review Report, and radiological field work for radiological clearance of land for potential conveyance to Tri-City Development Council (TRIDEC).	12/30/13	Hathaway	Wilson
			4.1.2	Complete final radiological clearance reports for potential conveyance to TRIDEC.	9/30/14		

8

Service Level Agreements (included for review only as referenced in completion criterion 1.1.3)

#	SERVICE AREAS	SLA/SPM TITLE	TARGET GOALS
33	Analytical Services	Analytical Services – Analysis Turnaround Time	≥ 90% on-time results delivery
27	Biological Controls	Biological controls for tumbleweeds, vegetation, pests	TBD
35	Crane and Rigging	Crane and Rigging - Crane and Crew Availability	> 85% of the HC&R crew or cranes (regulated/unregulated)
25	Cyber Security	Identify 2014 patching targets for databases/operating systems	7 days for desktops and 14 days for databases/servers
20	Dosimetry Records	Submit Dosimetry Records Packages - FOIA Requests	Greater than 90% on time delivery
20	Dosimetry Services	Dosimeter Results Turnaround Times	95% upload dosimetry results to REX dbase w/i 10 days of receipt
41	Electrical Transmission, Distribution & Energy Mgmt.	Electrical Transmission – Electrical Power Availability	≥ 99% availability
64	Emergency Radio Services	Emergency Radio/SONET Transport Availability	> 99.0% availability
36	Facilities Services	Service Request Response Time	Average response time <45 minutes
26	Fire Protection System	Fire systems maintenance support Monthly IT&M activities for the evolutions that HFD has control to perform (support to PFP safety basis)	Achieve 90% of originally scheduled weekly maintenance activities at PFP (fire emergencies exempt from the 90% goal) – success will be demonstrated with the yearly JCS recall status report indicating that fire IT&M was supported for the evolutions that HFD has control to perform
22	Fleet Services	GSA Leased Vehicle Maintenance	Complete 90% of all scheduled or non-scheduled PM services on GSA vehicles within 24 hours
22	Fleet Services	Fleet Services Maintenance	Complete 85% of scheduled lube services for DOE-owned heavy equipment (excluding cranes or excavators) within 48 hours
65	Network Services	Network/Intranet/Internet Availability	> 99.0% availability
19	Radiological Instrumentation	Instrument Calibration Turnaround Times	Maintain 90% turnaround times according to customer SOW requirements
28	Safeguards and Security	ISA Protection Area Security Maintenance	90% or greater ISA protection area sensor uptime excluding planned maintenance
29	Safeguards and Security	PM/testing of Hanford Site Fire Protection Services (HSFPS)	Maintain preventative maintenance/testing of HSFPS at 90% annual composite rate for scheduled activities
23	Site Security	Access badge processing	95% or greater to process access denial requests within 24 hours of OHC request
18	Site Training Services and HAMMER	Training Records Processed	> 95% within 24 hours
21	Site Training Services/HAMMER	Classroom Efficiencies	> 75% of classes populated to 75% of maximum enrollment capacity
51	Warehousing and Stores Delivery	Service Request Response Time	Average response time < 45minutes
42	Water Systems	Water Systems – Potable Water Availability	≥ 95% availability